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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

JACOB BETANCOURT
Plaintiff,

vs.

AARC INC.,
Defendant

CASE NUMBER:

SA24CA0282 OG

JURY DEMANDED

COMPLAINT

TO THE HONORABLE U.S. DISTRICT COURT JUDGE OF SAID COURT:

NOW COMES, Jacob Betancourt, hereinafter referred to as Plaintiff, complaining of and about AARC INC., hereinafter referred to as Defendant, and files this his Complaint and for cause of action will show unto the Court as follows:

I.
PARTIES

1. Plaintiff, Jacob Betancourt, a current client of AARC Inc., is a citizen of the United States and the State of Texas and resides in Bexar County.
2. Defendant, AARC Inc., Plaintiff's primary care facility, is a domestic corporation doing business in San Antonio, Bexar County, Texas, and may be served with process by serving its **Executive Director, Jose Cervantes, at 303 North Frio Street, San Antonio, Tx 78207.**

II.
JURISDICTION AND VENUE

3. The Court has jurisdiction of this action pursuant to 28 U.S.C. § 1331-Federal question as this case presents a federal question.
4. Moreover, venue is proper in this district pursuant to 28 U.S.C. § 1391 (b) (1)-(2)-Venue generally, as this is the district in which Defendant resides and it is the district in which asubstantial part of the events or omissions giving rise to Plaintiff's claims occurred.

III.
NATURE OF ACTION

5. This is an action pursuant to 42 U.S.C. § 12182-Prohibition of Discrimination by Public Accommodations and 42 U.S.C. § 12203-Prohibition Against Retaliation and Coercion for the correction and recovery on behalf of the Defendant's retaliatory and discriminatory practices.

IV.
CONDITIONS PRECEDENT

6. The Plaintiff has attempted to mediate with a neglected response as the Defendant refuses to acknowledge the discriminatory actions in violation of the Americans with Disability Act 1990, as amended, and additionally the Defendant's violation of the Plaintiff's Fourth and Fourteenth Amendments outlined within the United States Constitution, presenting a federal question.

**V.
FACTS**

7. The Plaintiff is the primary and only leaseholder at Warren House. The Plaintiff is not under mandated social services through a state or federal entity and is electively seen at the Alamo Area Resource Center. Mary Falcon, Douglas Cathey, and AARC have no official authority over Warren House as it is managed by an entirely different entity/company. The full amount of rent at Warren House for Apartment 203 in which the Plaintiff resides is paid by the program Operation BRAVE for which Mary Falcon of AARC sends a check to the payee being Warren House, allowing her to manipulate the funds meant for individuals in situations similar to the Plaintiff (**See Ex. 1**).
8. Please see letter from Francisco Garcia – Housing Case Manager on 08/25/2023 confirming that the Plaintiff has been “approved to participate in the Project Brave Rental Assistance program” additionally stating that “the goal for our client is to assist him till we can get on a permanent housing program through SAHA” (**See Ex. 2**).
9. The letter was provided to the Plaintiff upon arriving for his appointment with Housing Case Manager, Francisco Garcia, who was not at his scheduled appointment leaving the Plaintiff with no address or additional information. Thankfully qualifying for Operation BRAVE but lacking information in order to benefit. The Plaintiff asked the front desk personnel for the physical apartment address to which the Plaintiff was provided a sticky note attached to a larger sheet of paper not yet visualized by the Plaintiff labeled “Mary Falcon.”
10. The Plaintiff received this paperwork simply because it contained an address and contact information and was given to the Plaintiff by Ami from Mary Falcon's desk via Mary Falcon’s cellular Instructions as Mary was absent. There was no effort to conceal or protect

the private health information within this provided receipt of communication between Mary Falcon and Beth Tootill, Community Manager, in regard to HIPAA or Mary Falcon's other client of "4 years", dissolving his reasonable expectation of privacy, pertaining to the client's criminal record and need for emotional support animals. A way in which the Plaintiff hopes his private health information isn't being shared for a simple request of address (See Ex. 3).

11. The Plaintiff has been a client for well over 7 years.

12. On September 1st, 2023, at 12:52 pm the Plaintiff emailed Beth Tootill, Community Manager, requesting an update as the Plaintiff was promised to succeed homelessness 1 day after signing the paperwork at AARC but had not received the address information from AARC in order to inform Beth Tootill, Community Manager, of the residence in question considering that Warren House is a secondary property. Beth had previously stated that she would reach out to Mary Falcon and acquire an update for the Plaintiff which the Plaintiff had not received (See Ex. 4).

13. The preliminary pieces of missing and misleading information provided by Douglas Cathey, LBSW, and Mary Falcon, LMSW, LCDC, are the procurement of their retaliatory conspiracy because the Plaintiff engaged in protected activities throughout his time of care (See Ex. 5).

14. On September 20, 2023, at 11:55 am the Plaintiff sent an email to Warren House Beth Tootill, Community Manager, Medical Case Manager Douglas Cathey LBSW, and Mary Falcon LMSW, LCDC. This email detailed the month-long delay contrary to their promises and lack of explanation seeing as the Plaintiff was still living in spaces not suitable for human habitation regardless of approval and admission into "Project Brave." The Plaintiff

elaborated on the occurrences and miscommunication in an effort to raise awareness amongst individuals who were evidently incapable of caring for the wellness of AARC and the Plaintiff.

15. The Plaintiff's official complaint email on September 28th, 2023, explains that he is repeatedly being provided the runaround, was charged \$42 on September 8th for an application fee which was monies exclusively for food and is requesting clarity and offering AARC assistance regarding the matter due to a lack of sufficient information inducing stress, undue hardship and anguish (See Ex. 6).
16. Additionally, prior to the Plaintiff sent an email (carbon copied) to Douglas Cathey LBSW, Mary Falcon LMSW, and Beth Tootill, Community Manager. This email details the Plaintiff's frustrations in a practical matter of expectations set out by AARC. This email addresses AARC's collaborative issues and certifies the statement of an official complaint by the Plaintiff (See Ex. 7).
17. Upon receipt of the formal complaint the Plaintiff was contacted by Douglas Cathey, LBSW who provided consequences over the phone stating that the Plaintiff's complaints could result in a lack of housing altogether while attempting to intimidate the Plaintiff from further documenting AARC's negligence being that Douglas Cathey, LBSW supervisor was now involved and had personally communicated with Warren House to address the issue which prompted effort and the commencement of work duties. Please see (See Ex. 8) and (See Ex. 9) showing the prior state of the Plaintiff's care from AARC contrary to the unfair treatment and civil rights violations that took place after the Plaintiff's submission of the formal complaint and the new involvement of Mary Falcon LMSW, LCDC.

18. A contractual residential lease was signed on 10/26/2023 for 10/26/2023 - 09/30-2024 by the Plaintiff. The income requirements were waived with the exception of providing an affidavit of unemployment (See Ex. 10) a Texas Department of Housing and Community Affairs (Certificate of Zero Income) (See Ex. 11). A notarized statement certified by Ashley M. Santos a notary public who is additionally a leasing agent at Warren House (See Ex. 12) pertaining to “BRAVE for 12 months” and a referral letter by Douglas Cathey, LBSW Medical Case Manager, admitting and detailing the Plaintiff's situation pertaining to “Homeless from the street”, “No income,” “relying on local food pantries for nutrition and support,” and the commencement of the Plaintiff's involvement of “AARC Agency Resources for support needs for transportation, nutrition, housing, and mental health” (See Ex. 13).
19. On the day of November 2nd, 2023, the Plaintiff received a knock on his door, and to his surprise, it was Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW who brought a sense of malice with them. Mary Falcon LMSW, LCDC, utilized her AARC badge while introducing herself for the first time, requiring entry or refusal of rent payment as she made her way into the dwelling followed by Douglas Cathey LBSW. She claimed she required an inspection as she searched around for variables and paraphernalia as an LCDC, but the Plaintiff has mental health issues, not substance abuse issues. It was a humiliating experience and a violation of the Plaintiff's Fourth Amendment right to commit an illegal search and seizure. The Plaintiff owned nothing other than 2 blankets laid on the floor and 3 sets of clothing. This invasion of privacy was witnessed by Ruben Betancourt, the Plaintiff's spouse, and has hindered the psychological process in which the Plaintiff feels

security within his hierarchy of needs counterintuitive to the Brave Program and AARC's mission (**See Ex. 14**).

20. After violating the Plaintiff's Fourth Amendment right, Mary Falcon LMSW, LCDC, asked to meet on November 3rd, 2023, in order for the Plaintiff to sign and consent to housing approval and various benefits which the Plaintiff was already qualified for. Mary Falcon LMSW, LCDC, repeatedly attempts to manipulate the Plaintiff and create a sense of dread by inflicting worry and undue hardship as Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW neglect to involve supervisor Jake Ledesma as requested by the Plaintiff. If Jake Ledesma is aware then he too is additionally committing willful negligence given his 7-year tenure within the Alamo Area Resource Center.
21. Jake Ledesma, Director of Case Management and Care Coordination claims to specialize in crisis intervention, program management, case management, leadership, project management, client relations, healthcare, community engagement, critical thinking, and community development. The Plaintiff requested that Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW, additionally inform Executive leadership of the specific actions upon receipt as stated in the complaint detailing my treatment has been different from those of my peers. The Plaintiff requested accommodation and mediation via email on 1/15/24, seeking understanding as an individual with cognitive disabilities as written by M.D. Mathew Chase Cates. Mary neglected to respond. Douglas Cathey, LBSW, responded to the Plaintiff's email on March 14th, 2024, at 4:04 pm, an entire 59 days after the Plaintiff requested his client records.
22. Douglas Cathey, LBSW disregarded the formal complaint email detailing the Plaintiff's concerns stating that the Plaintiff wished to speak to a supervisor because Douglas and

Mary did not have the Plaintiff's best interest in mind. Douglas left a voicemail on 03/13/24 only because the Plaintiff informed Beth of Warren house on 03/12/24, of the serious civil matter at hand. Douglas's voicemail disregards the Plaintiff's concerns as Douglas attempted to set up an additional meeting after the harassment and complaint requesting the crisis intervention of a supervisor **(See Ex. 15)**.

23. Mary Falcon too disregarded the Plaintiff's email detailing the Plaintiff did not wish to receive communication from his harassers but in turn their supervisors. Please see voicemail from Mary Falcon on 03/14/24 detailing that Mary needed to again meet with the Plaintiff to continue housing assistance, which would typically not be problematic if the Plaintiff wasn't being harassed by both Mary and Douglas **(See Ex. 16)**.
24. In order to elaborate further, as previously stated Douglas Cathey, LBSW, only responded due to the fact that the Plaintiff communicated with Beth Tootill, Community Manager of Warren House via text message to inform them of the negligence that Mary Falcon LMSW, LCDC, of the Alamo Area Resource Center has stated Beth Tootill of Warren House condones. It is not clear why Mary Falcon LMSW, LCDC, performs her visits as my air condition still has not been fixed and was inoperable beginning the day of my lease signing **(See Ex. 17)**. Additionally, please see the new AC unit on the left and the Plaintiff's inoperable unit on the right **(See Ex. 18)**.
25. Due to cognitive disabilities the Plaintiff has raised awareness several times and often must rest for hours without the ability to wake up prior to the state of rest being complete. Upon moving into Warren House the Plaintiff would wake up in dire dehydration, drenched in sweat due to the apartment being 84 degrees Fahrenheit on multiple occasions because even after informing Mary Falcon, Douglas Cathey, and Beth Tootill no remedy was provided

for their disabled client within the nature of medical case management pertaining to the lack of ability to maintain Activities of Daily Living as written by M.D. Mathew Chase Cates (See Ex. 19).

26. Additionally, the Plaintiff did not receive his mailbox key for months after his lease signing, even after stating that he needed to be able to retrieve important medication from the mailbox but was simply unable to open it (See Ex. 20).
27. This can only be seen as an attempt to force the Plaintiff out of Warren House considering that they replaced two other air conditioning units one of which did not yet have a resident within the community of 8 units but failed to replace the Plaintiff's AC after raising awareness 3 times over several months. The windows remained open, but this did nothing. The air conditioner remains unfixed.
28. Warren House is an Opportunity Home Property formerly known as SAHA. The rate at which Mary Falcon LMSW, LCDC, knocks on doors and violates constitutional rights is extremely alarming. There is suspicious activity at foot.
29. During Mary Falcon's meeting on November 3rd, 2023, she stated "Oh and I'm having you sign everything for Ruben as Ruben," to which the Plaintiff informed her that Douglas Cathey, LBSW should intervene as that is illegal. Ruben Betancourt was a mere 30 feet away in the waiting room de facto. Mary Falcon LMSW, LCDC, also stated that the Plaintiff would need to personally take her any and all medical documents after each time the Plaintiff drew blood or else the consequence of homelessness. It was now clear that an exploitative process had begun considering that viewing medical documents one does not have the authority to comprehend has proven to be problematic. Please see Mary Falcon detailing home visits.

30. Mary Falcon LMSW, LCDC, set out a list of rules and circumstances she would not provide on paper. Mary Falcon explained all of the “rules” and “requirements” vaguely while flipping through a stack of papers that required signatures as she pointed to graph charts consisting of red, yellow, and green subsections as opposed to literature that would be comprehensible and familiar as the Plaintiff is on the spectrum.
31. Mary Falcon LMSW, LCDC, developed a sarcastic tone and proceeded to call Medical Case Manager Douglas on her landline office phone. Mary Falcon ended the call stating, “He’s not here,” “We’ll probably have to do a home visit because he’s not responding,” inferring that asking to involve Douglas Cathey due to reporting illegal activity would have consequences considering that Mary's home visits were never discussed prior to the meeting (See Ex. 21).
32. Mary Falcon LMSW, LCDC, of the Alamo Resource Center, told the Plaintiff that he was required to find employment during her requested 1-on-1 meeting but this was not discussed before the lease signing at Warren House and was not presented in writing. No one had ever mentioned this to the Plaintiff and Mary Falcon LMSW, LCDC, was aware that the Plaintiff is incapable of maintaining ADLs as stated by M.D. Mathew Chase Cates, given the Plaintiff’s medical chart and if the literature could not suffice then the collaborative relationship between Mary Falcon and the Plaintiff’s Medical Case Manager Douglas Cathey LBSW, would serve fit to inform.
33. This took a major toll on the Plaintiff’s mental health considering that the lack of ability to work due to the Plaintiff’s disabilities would result in homelessness. High levels of stress induce episodes which are the reasons M.D. Mathew Chase Cates of the Alamo Area Resource Center prescribed the Plaintiff several medications such as ABILIFY,

DEPAKOTE, DEPAKOTE ER, EFFEXOR XR, Strattera, Ondansetron, Sumatriptan, Trazodone.

34. Entering the BRAVE program under Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW has induced, episodes, anguish, lack of self-sufficiency and could be described as nothing other than an abusive relationship as they find ways to retaliate against the Plaintiff and willfully inflict undue hardship. Not only must the Plaintiff self-mitigate and utilize coping mechanisms, but it is devastating for the Plaintiff to see that one may work toward the correct medications for years only to be countered by individuals of the same organization that assisted the Plaintiff in mental health.
35. This statement was strange considering that the Plaintiff had never received a home visit prior to meeting Mary Falcon LMSW, LCDC. The Plaintiff wasn't even aware that AARC performed home visits. This was clearly an act of retaliation and an inference of Mary's surprise visits and the reign of tyranny.
36. The Plaintiff has had great success with the assistance of the brilliant M.D. Mathew Chase Cates. It should be stated that the issues that have arisen are purely from the left wing of the AARC involving social services and not the clinic on the opposing side pertaining to labs, blood work, and other invasive services.
37. Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW, recklessly counter the diligent efforts of Director Mathew Chase Cates DO, MPH, AAHIVS of Internal Medicine which the Plaintiff depends on for the ability to remain alive as has been medically documented. The type of care and ability to retain assistance from a Specialist such as M.D. Mathew Chase Cates or social services at times, requires health insurance to retain certain services at the AARC.

38. M.D. Mathew Chase Cates became concerned due to the Plaintiff not yet being enrolled in an insurance plan as the deadline was approaching. The conflicting information was brought to light due to the Plaintiff's documented appointments with Douglas Cathey, LBSW Medical Case Manager, which resulted in little to no medical case management being that the Plaintiff needed health insurance for the high tier of specialty treatment not offered by AARC pertaining to mental health and the Plaintiff's wellness.
39. The nature of Douglas Cathey, LBSW, meeting on January 12th, 2024, consisted of Douglas coercing the Plaintiff and attempting to have him void the "Certification of Zero Income" by the Texas Department of Community Affairs certified at the time of the lease signing under section B. "I do not expect to have any source of income within the next 12 months," which the Plaintiff signed under penalty of perjury on 09/08/2023 which in turn would invalidate the Plaintiff's housing. Douglas called this meeting an "RW Update for 6-Mth" (See Ex. 22).
40. Additionally, Douglas Cathey, LBSW, attempted to have the Plaintiff sign paperwork detailing that the Plaintiff had income, a car and no longer needed medical case management or the resources that AARC Social Services provides pertaining to "transportation, nutrition, housing, and mental health," as written by Douglas Cathey, LBSW.
41. It was only after the Plaintiff asked why the stack of paperwork would exclude him from the recently acquired services as detailed in the paperwork, did Douglas reveal his and Mary Falcon's conspiracy that the Plaintiff had a vehicle, a stipend of income, and reveal their mutual decision to graduate the Plaintiff from medical case management when no licensed professional would deem so without committing willful negligence.

42. Please see letter from Mathew Chase Cates of AARC detailing that the Plaintiff “has cognitive issues that are limiting his ability to maintain ADLs” (AKA Activities of Daily Living) for relatively a year unless otherwise noted (**See Ex. 23**).
43. The Plaintiff placed his initials on the portion of the signature with a strike through to show the invalidity of the public transportation form that Douglas handed him and signed nothing else from the stack of paperwork.
44. AARC is affiliated with a third-party insurance enrollment agency known as Pridelife LLC, who assist individuals with insurance enrollment. Typically, a Medical Case Manager such as Douglas Cathey, LBSW, would manage the enrollment of a client insurance by contacting Pridelife LLC, as done by any individual who has aided prior and additionally prior to the involvement of Mary Falcon LMSW, LCDC, Douglas Cathey LBSW, himself.
45. On December 13th, 2023, at 12:08 am the Plaintiff messaged M.D. Mathew Chase Cates through the Healow app and informed him that after two attempts spanning over two weeks, Medical Case Manager Douglas Cathey, LBSW remained unresponsive. This was worrisome considering that the enrolment window is typically managed by AARC until 15 days prior to the deadline of enrollment.
46. The only communication the Plaintiff had received was from the marketplace stating that there were only two days left for enrollment in Health Insurance which the Plaintiff greatly depends on for the ability to be seen by specialists assisting individuals on the spectrum. A lack of health insurance would prolong the Plaintiff's ability to maintain ADLs as described by M.D. Mathew Chase Cates or even establish sufficiency as stated by Project Brave which invalidates the necessity of the AARC obtaining funds through a mission statement Mary Falcon and Douglas Cathey fraudulently follow (**See Ex. 24**).

47. Douglas Cathey, LBSW, called the Plaintiff after receiving notice from M.D. Mathew Chase Cates and prompted the Plaintiff to call Pridelife LLC and enroll himself. If this were reasonably possible and if the Plaintiff didn't lack a sufficient understanding of insurance policies and applicable networks based on only criteria AARC is aware of due to their policy and budgeting the Plaintiff would have done so originally.
48. After a stunned response and elementary walk-through with a Pridelife LLC representative, Pridelife LLC was able to reassure the Plaintiff that he had met the deadline and performed as needed. The Plaintiff was told he would receive the insurance bill in the mail, providing receipt of due diligence (**See Ex. 25**) but oddly a bill was never received to which the insurance company and Pridelife LLC could not provide an explanation due to the completing the necessary actions on their behalf for the Plaintiff's insurance to be valid.
49. Both Pridelife LLC and said insurance company recommended that the Plaintiff contact his Medical Case Manager which has not been progressive due to Mary and Douglas not responding to the Plaintiff's email requesting accommodation, client records, mediation, and the involvement of leadership in order to resolve the issue at hand (**See Ex. 26**).
50. On January 14th, 2023, in an effort to retaliate and inflict further due hardship and worry due to the Plaintiff's concerns, Mary Falcon, LMSW, LCDC, sent the Plaintiff a text message detailing that the Plaintiff was in a circumstance that warranted a "backup plan" in another round of attempted microaggressions, which the Plaintiff was to calculate alone. This was very confusing and inflicted much hardship considering the Plaintiff lacks the ability to maintain ADLs and would be incapable of completing Mary Falcon's duties of social work as a housing case manager. It is not clear what would prompt Mary Falcon to message the Plaintiff at 9:33 pm on a Sunday (**See Ex. 27**).

51. Mary Falcon LMSW, LCDC, and Douglas Cathey LBSW continue to enter the community of Warren House through the guise of medical case management and reap terror and trauma on the disabled residents who are coerced and lack knowledge and support to speak for themselves. This is abuse. The Plaintiff's neighbor Philip yells out in anguish for hours but only after the induced stress and trauma by Mary Falcon and Douglas Cathey during their Hybrid Home Inspection/Medical case management visits. Please see evidence of Douglas Cathey and Mary Falcon performing a home visit (See Ex. 28).
52. The Plaintiff was in the preliminary stages of exiting the detrimental mindset of homelessness upon the acquirement of housing as this realization would take time due to the former absence within the Plaintiff's hierarchy of needs. Mary Falcon LMSW, LCDC, and Douglas Cathey LBSW knocked on the Plaintiff's door claiming to require an inspection, or the Plaintiff would result back to homelessness. It now seemed Medical Case Management was nothing more than a term utilized to define an exploitative struggle for power that is practiced upon the residents of Warren House.
53. On Sunday morning at 1:06 am the Plaintiff heard two individuals arguing directly in front of the Plaintiff's door which proceeded with a large slam. Originally, the Plaintiff assumed that this was the neighbor and his mother possibly mediating through an episode. The Plaintiff went back to sleep only to reawake shortly after as he could not rest given the repetitive door slams that warranted concern. The slams ceased but the door continued to open and close. After inspecting the entrance way, the plaintiff discovered that the repetitive traffic was factually two individuals that Douglas Cathey and Mary Falcon informed the Plaintiff of due to attempting to resolve a prior issue where these two individuals were squatting in Apt 204.

54. The plaintiff originally assumed that the two individuals in question were residents of 204, which has proven to be incorrect. Warren House then changed the code to the gate and community room, following with a notice not to provide the code to non-residents.
55. It is not clear why Douglas and Mary would knock on the Plaintiff's door to speak of their other client in 204 but this is how the Plaintiff is aware of Philip's specific situation de facto. Please see due diligence of awareness to Beth Tootill, Community Manager, Mary Falcon and Douglas Cathey via email on March 17th at 5:37 am detailing the concerns of drug trafficking (**See Ex. 29**). Additionally, please see one of the two individuals in question entering 204 after the commotion (**See Ex. 30**).
56. The Plaintiff has practiced extremely diligent efforts in remedying the situation and can no longer provide further allocated time for the harassment, undue hardship, and exercise of abuse upon the Plaintiff. Please see the last offer regarding mediation regarding federal question (**See Ex. 31**).
57. On March 18, 2024, the Plaintiff was exiting his place of residence in order to raise awareness on the civil matter at hand. The Plaintiff was forced to reschedule due to more commotion outside of the dwelling that involved a screaming match between one of the said traffickers and one of the other disabled residents (not Phillip) who was evidently having an episode. The resident proceeded to state that the individual was not supposed to be at Warren House which the individual threatened with vulgar language and the statement, "Alright, I got you don't worry about it," (**See Exhibit 32**). The Plaintiff additionally raised awareness on this matter by sending an email to AARC and Opportunity Home in order to detail the conflict with the Plaintiff's original filing date and the matter at hand (**See Exhibit 33**).

VI.

PROHIBITION OF DISCRIMINATION BY PUBLIC ACCOMMODATIONS 42 U.S.C. § 12182, THE AMERICAN WITH DISABILITIES ACT OF 1990, AS AMENDED

58. The evidence will show that:

- a. Plaintiff is disabled (actually disabled and/or “regarded as” disabled) due to his cognitive disabilities which limit the major life activities of concentration and interaction;
- b. Plaintiff is discriminated against on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodation, or accommodations of any place of public accommodation by any person who owns, leases (or leases to), or operates a place of public accommodation;
- c. The circumstances arising raise an interference of disability discrimination.

59. The evidence will also show the Defendant’s reason(s) for taking adverse discriminatory actions against Plaintiff are pretextual.

60. The evidence will further demonstrate that the Plaintiff’s treatment is different from those of his peers.

VII.

**RETALIATION PURSUANT TO 42 U.S.C. § 12203(a)
THE AMERICAN WITH DISABILITIES ACT OF 1990, AS AMENDED**

61. Further, Defendant, AARC Inc., retaliated against Plaintiff in violation of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12203(a) by engaging in retaliatory practices due to the Plaintiff engagement in a protected activity.

VIII.
DAMAGES

62. Plaintiff alleges that as a direct and proximate result of the conduct and/or omissions on the part of the Defendant, he is entitled to recover at least the following legal damages:

- a. Compensatory Damages, including Mental Anguish, emotional pain, suffering, inconvenience and loss of enjoyment of life suffered in past, and which, in all reasonable probability, which will be suffered in the future;
- b. Pecuniary losses;
- c. Reasonable attorney fees, expert fees and costs;
- d. Based upon the above enumerated damages, the plaintiff pleads for actual damages for the above damage elements in an amount the jury deems reasonable. In addition, the plaintiff seeks equitable relief available under the statutes.

IX.
ATTORNEY FEES

63. Defendant's conduct described in this petition and the resulting damage and loss to Plaintiff could potentially necessitate retaining counsel. Therefore, if applicable, Plaintiff seeks all reasonable and necessary attorney fees in this case which would include at least the following:

- a. Preparation and trial of the claim, in an amount the jury deems reasonable;
- b. Post-trial, pre-appeal legal services, in amount the jury deems reasonable.

X.
JURY DEMAND

64. Plaintiff demands a trial by jury.

XI.
PRAYER

65. **WHEREFORE, PREMISES CONSIDERED**, Plaintiff, Jacob Betancourt, requests Defendant to be cited to appear and answer, and that on final trial, the plaintiff have judgement against Defendant as follows:

- a. actual damages, including lost benefits (both front and back pay and/or equitable relief to include reinstatement, if feasible);
- b. judgement against AARC Inc. for compensatory damages in the maximum amount allowed by law;
- c. pre-judgement and post-judgement interest at the maximum allowed by law;
- d. costs of suit, including attorneys' fees; and
- e. such other and further relief, both at law and in equity, to which the Plaintiff may be justly entitled.



Jacob Betancourt
Petitioner Pro Se
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210-306-9513
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03/19/24

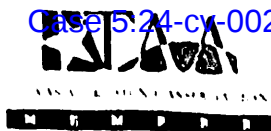


EXHIBIT 1

Apartment Lease Contract

This is a binding contract. Read carefully before signing.

This Lease Contract ("Lease") is between you, the resident(s) as listed below and us. The terms "you" and "your" refer to all residents. The terms "we," "us," and "our" refer to the owner listed below.

PARTIES

Residents Jacob Betancourt

Owner Warren House

Occupants No other occupants

LEASE DETAILS

A. Apartment (Par. 2) Street Address <u>401 Warren Street</u> Apartment No <u>203</u> City <u>San Antonio</u> State <u>TX</u> Zip <u>78212</u>		
B. Initial Lease Term. Begins <u>10/26/2023</u> Ends at 11:59 p.m. on <u>09/30/2024</u>		
C. Monthly Base Rent (Par. 3) \$ <u>550.00</u>	E. Security Deposit (Par. 5) \$ <u>225.00</u> <i>Note that this amount does not include any Animal Deposit, which would be reflected in an Animal Addendum.</i>	F. Notice of Termination or Intent to Move Out (Par. 4) A minimum of <u>30</u> days' written notice of termination or intent to move out required at end of initial Lease term or during renewal period. <i>If the number of days isn't filled in, notice of at least 30 days is required.</i>
D. Prorated Rent \$ <u>106.45</u> <input type="checkbox"/> due for the remainder of 1st month or <input type="checkbox"/> for 2nd month		
G. Late Fees (Par. 3.3) Initial Late Fee <input checked="" type="checkbox"/> <u>10</u> % of one month's monthly base rent or <input type="checkbox"/> \$ <u>50.00</u> Due if rent unpaid by 11:59 p.m. on the <u>5th</u> (3rd or greater) day of the month Daily Late Fee <input type="checkbox"/> _____ % of one month's monthly base rent for _____ days or <input checked="" type="checkbox"/> \$ <u>0.00</u> for _____ days		
H. Returned Check or Rejected Payment Fee (Par. 3.4) \$ <u>35.00</u>	J. Optional Early Termination Fee (Par. 7.2) \$ _____ Notice of <u>30</u> days is required. <i>You are not eligible for early termination if you are in default.</i> Fee must be paid no later than _____ days after you give us notice. If values are blank or "0," then this section does not apply.	K. Animal Violation Charge (Par. 12.2) Initial charge of \$ <u>100.00</u> per animal (not to exceed \$100 per animal) and A daily charge of \$ <u>10.00</u> per animal (not to exceed \$10 per day per animal)
I. Reletting Charge (Par. 7.1) A reletting charge of \$ <u>467.50</u> (not to exceed 85% of the highest monthly Rent during the Lease term) may be charged in certain default situations.		
L. Additional Rent - Monthly Recurring Fixed Charges. You will pay separately for these items as outlined below and/or in separate addenda, Special Provisions or an amendment to this Lease.		
Animal rent \$ _____	Cable/satellite \$ _____	Trash service \$ _____
Internet \$ _____	Package service \$ _____	Pest control \$ _____
Storage \$ _____	Stormwater/drainage \$ _____	Washer/Dryer \$ _____
Other \$ _____		
Other \$ _____		
Other \$ _____		
Other \$ _____		
M. Utilities and Other Variable Charges. You will pay separately for gas, water, wastewater, electricity, trash/recycling, utility billing fees and other items as outlined in separate addenda, Special Provisions or an amendment to this Lease.		
Utility Connection Charge or Transfer Fee \$ _____ (not to exceed \$50) to be paid within 5 days of written notice (Par. 3.5)		
Special Provisions. See Par. 12 or additional addenda attached. The Lease cannot be changed unless in writing and signed by you and us.		

EXHIBIT 2



08/25/2023

To Whom it May Concern,

This letter is to confirm JACOB BETANCOURT has been approved to participate in PROJECT BRAVE rental assistance program. Clients will be assisted with 100% rent and security deposit on this program while they seek employment. Project Brave is a 1-year assistance program in hopes of assisting the tenant from becoming homeless. The goal for our client is to assist him till we can get on a permanent housing program through SAHA.

THIS LETTER OF SUPPORT WILL EXPIRE ON 09/29/2023.

Sincerely,

Francisco Garcia - Housing Case Manager

Alamo Area Resource Center

Physical/Mailing Address:

303 N. Frio

San Antonio, TX 78207

Phone: 210-625-7192

FAX: 210-625-7201

EXHIBIT 3**Mary Falcon**

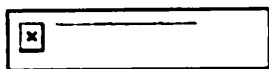
From: Beth Tootill <beth_tootill@homesa.org>
Sent: Tuesday, August 22, 2023 9:22 AM
To: Mary Falcon; Destiny Flores
Subject: Re: HOUSING

Thank you Mary. If you have him start gathering his documents, we can set an appointment for him to come in and apply. We will need the following:

- Two months of paystubs (confirmation of income)
- 6 months of bank statements (checking)
- 1 month bank statement (savings)
- Id
- SS card
- \$42 application
- \$225 security deposit (refundable if not approved)
- If your agency provides assistance, we will need confirmation on a letterhead

I wouldn't worry about the mistemenors, if it was serious, the system will flag it and we can then talk to compliance about moving forward. For the emotional support animals, we can fill out the Reasonable Accommodation Request at his appointment and get approval before he moves in. The estimated time for the apartment to be available is mid September.

Regards,



BETH TOOTILL
Community Manager

Opportunity Home San Antonio
 14438 Jones-Maltsberger Rd
 San Antonio, Tx 78247
 Direct (210) 477-6694 | Mobile 2109757461

[Learn More](#)

BURNING TREE APT.
 14438 Jones
 Maltsberger
 SA TX 78247

210 477-6694

On Tue, Aug 22, 2023 at 8:42 AM Mary Falcon <maryf@aacsa.com> wrote:

Good morning, I have a guy I think might work out. He does have 2 misteaminars for 2016. He also has 2 dogs german shepard mixed golden reitriver. He has letter from doctor they are his emotional support animals. I have worked with this client for ver 4 years and have never had any problems with him. He has always been compliant with rules.

Mary Falcon

Housing Case Manager

EXHIBIT 4

Jacob Betancourt <signedjacob@gmail.com>

Jacob Betancourt Follow up. BRAVE

2 messages

Jacob Betancourt <signedjacob@gmail.com>

Fri, Sep 1, 2023 at 12:52 PM

To: "beth_tootill@homesa.org" <beth_tootill@homesa.org>

Cc: "maryf@aarcsa.com" <maryf@aarcsa.com>

Hello Beth. Thank you for speaking with me on 08/28/2023. I apologize for not having more info regarding my referral. Francisco with AARC was out of office on the day that I obtained the referral letter and Mary provided me with the number ending in 6694.

When we spoke I wasn't able to offer specific details regarding the residence in mind for that reason. I know that you mentioned that you would connect with Mary Falcon in order to move forward and set up an appointment with me so I can begin the application process.

I wanted to follow up and see if there has been any indication as to an up date considering that I am currently living under conditions not suitable/sustainable for human habitation as stated by the BRAVE program.

Our relative question was regarding the residence in mind. I apologize for not having this information myself.

I also contacted my case manager Douglas but I have not received a response. He is extremely prompt and I am thankful that he sourced this opportunity so I am assuming he is currently out of office.

Thank you all for your efforts and if any additional information is needed please do not hesitate to reach out via text, email, or phone.

Sincerely, Jacob Betancourt

(616) 315-6166

Beth Tootill <beth_tootill@homesa.org>

Fri, Sep 1, 2023 at 2:36 PM

To: Jacob Betancourt <signedjacob@gmail.com>

Cc: "maryf@aarcsa.com" <maryf@aarcsa.com>

Good afternoon Mr. Betancourt,

Thank you for reaching out. I am available to discuss setting up an application appointment if you would like to give me a call at 210-477-6694.

Beth

**BETH TOOTILL****Community Manager**

Opportunity Home San Antonio

14438 Jones-Maltsberger Rd

San Antonio, Tx 78247

Direct (210) 477-6694 | Mobile 2109757461[Learn More](#)

EXHIBIT 5



Jacob Betancourt <signedjacob@gmail.com>

Contacting SAHA/BRAVE Formal Complaint.

2 messages

Jacob Betancourt <signedjacob@gmail.com>

Thu, Sep 28, 2023 at 2:16 PM

To: Douglas Cathey <Douglasc@aarcsa.com>, Mary Falcon <maryf@aarcsa.com>, beth_tootill@homesa.org

Hello everyone. As we know I am on the spectrum and promising something to an autistic person and not filling that promise is very detrimental to my mental health.

Allow me to clearly state that the issue at hand is purely due to the fact that I only receive conflicting information. Had I been told I would be required to wait two months I would not be typing at all.

Please do not treat this as a casualty considering that this is my life

I'm confused because this program is here to assist me and has caused nothing other than stress from the start. The need to relay communication for two corporate entities is very stressful.

I do not feel I have been treated fairly.

Considering that I was sent off with someone else's medical documentation when picking up my housing referral from the AARC Corporate Office; I am worried that there are multiple reasons I have not received sufficient housing.

Everyone I have spoken to has assured me that this would take 1 week at most. It is now going on 1 month and I live outside.

I had a full professional career within Public Relations before reaching this hardship after losing my job. I am a professional. I am familiar with elevated processes, employee management and collaboration and I can confidently say that this wouldn't be acceptable to any agency that promised to aid the mental health and self sufficiency of any individual.

I now know about this random individual's need for special accommodations and that he has 2 dogs and that he has felonies. All of which do not help me.

I'm also confused because I was under the impression that I would be receiving help. This has been quite the opposite. I have already had to pay out of pocket and communicate for more than one party which has been evident.

Mary, Based off of our last email I am under the impression that this is a simple matter to you. Revolving around the context of "when". I thank you for mentioning that you reached out to Beth but I still have no explanation.

When I last addressed the subject I was asked to be patient but I was previously patient when given the initial time frame 3 weeks ago. I will not continue to be gaslit and I deserve to know what is actually going on.

Psychology speaking, It is difficult to believe that something is going to be fulfilled when it was promised beforehand and then no explanation was provided when the original time frame fell through. This could simply seem like a lie.

Providing me with a time frame and disregarding the provided time frame itself is less than professional. This caused a severe Hypomanic episode within myself and I would assume that patient safety would be of great importance. Especially knowing that clients within the Brave program could potentially have a cognitive disability.

Justifications and liabilities regarding sufficient housing are not my collaborative issue. I am extremely communicative and have provided all of the documents necessary to move forward weeks ago. This is not my fault and I'm under the impression that this is being deemed as acceptable.

I'm sorry but I will not stand aside simply because the housing is grant funded and I am homeless. Again, this is a collaborative issue.

Please accept this as my Official formal complaint on record regarding my ability to secure housing as I will be emailing the necessary agencies and supervisors so we are all able to figure this issue out together and hopefully receive the help we all need.

On Wed, Sep 20, 2023, 11:55 AM Jacob Betancourt <signedjacob@gmail.com> wrote:

Hello everyone. I want to thank you all for your efforts. These emails help me keep track of recent conversations and allow me to follow up due to my cognitive disabilities. Sleeping In places not suitable for human habitation also makes these situations difficult.

When I last spoke with Beth on Sept 1st I was told the unit needed paint and construction. I was told this would take about two weeks. It is now September 20th and I assumed my application was still processing being that I paid the \$42 application fee out of pocket via money order and filed on the 8th of September.

September 15th was the official two week mark but I am genuinely worried because I am being told that construction has not yet been performed, requiring an additional 2 weeks for paint and construction which I assumed would have been complete.

If I am failing to mention something, if there is a need for me to contact the Brave program or if there is a lack of communication on my part please let me know as it is very hot outside and I do not always have the means to head to a cooling center.

Douglas, Thank you for expeditiously assisting me with cooling center resources, clothing resources, medication and providing me with the necessary point of contact for SNAP. I thankfully was able to qualify for Emergency SNAP benefits.

if there is any clarification needed please do not hesitate to contact me as I am hoping my chance to secure housing isn't effected by a grant deadline or availability.

(616) 315-6166

Mary Falcon <maryf@aarcsa.com>
To: Jacob Betancourt <signedjacob@gmail.com>

Thu, Sep 28, 2023 at 2:34 PM

Jacob, I hear your frustration, when applying for an apartment is a lengthy process. We can not move any further till the complex has approved your application. You can apply somewhere else if you do not want to wait for the outcome. Everyone's situation is different and the time to get an application back can vary. You can reach out to Beth and see where your application is in the process. I have reach out again to see if she can give some kind of explanation.

EXHIBIT 6



Jacob Betancourt <signedjacob@gmail.com>

Contacting SAHA/BRAVE Formal Complaint.

2 messages

Jacob Betancourt <signedjacob@gmail.com>

Thu, Sep 28, 2023 at 2:16 PM

To: Douglas Cathey <Douglasc@aarcsa.com>, Mary Falcon <maryf@aarcsa.com>, beth_tootill@homesa.org

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(616) 315-6166

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EXHIBIT 7



Jacob Betancourt <signedjacob@gmail.com>

Contacting SAHA/BRAVE Formal Complaint.

2 messages

Jacob Betancourt <signedjacob@gmail.com>

Thu, Sep 28, 2023 at 2:16 PM

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EXHIBIT 8



Jacob Betancourt <signedjacob@gmail.com>

Housing Assistance Program Resource

1 message

Douglas Cathey <Douglasc@aarcsa.com>

Tue, May 16, 2023 at 4:33 PM

To: "signedjacob@gmail.com" <signedjacob@gmail.com>

Mr. Betancourt,

I am sending you a quick email with the link to the San Antonio Housing Assistance Program web page. I will send you a more comprehensive list of resources pursuant to what we discussed today, but I wanted to ensure that you had the link today in case you were wanting to get it submitted this evening. You can follow this link <https://www.sa.gov/Directory/Departments/NHSD> and go into the Housing Assistance Program tab. Please let me know if you have any issues. Thank you.

Best Regards,

Douglas Cathey, LBSW

Medical Case Manager

THMP/ADAP Junior Liaison

Pronouns: he/him

Physical Address:

303 N. Frio, San Antonio, TX 78207

Mailing Address:

P.O. Box 830048, San Antonio, Texas 78283-0048

Office Phone: 210-625-7215

FAX: 210-625-7201

www.aarcsa.com



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EXHIBIT 9

Jacob Betancourt <signedjacob@gmail.com>

Community Referrals Information

1 message

Douglas Cathey <Douglasc@aarcscsa.com>

Thu, May 18, 2023 at 5:35 PM

To: "signedjacob@gmail.com" <signedjacob@gmail.com>

Mr. Betancourt,

I am sending you a list of the referrals that we had discussed in our appointment, the other day. I am organizing these referrals by category. **Nutrition**, <https://safoodbank.org/help/> , This link will connect you to the San Antonio Food Bank Get Help page. You can click on the Find Food tab under the Food Assistance category. You will also see the tabs for SNAP and Benefits Assistance and Job Training Assistance. The Find Food tab will direct you to a web page where you can input your zip code for lists of food banks in your area. I have also attached the flyer for the SNAP application event that is being held over the weekend. You can also find information on the University of the Incarnate Word Cardinals' Cupboard Food Pantry here, <https://www.uiw.edu/eccl/cardinals-cupboard/> and the Metropolitan Community Church of San Antonio Food Pantry here <https://www.mccofsanantonio.com/foodpantry.html> . I will be following up on your referral for the SAAF Café meal card the next week. **Housing Rental and Utility Assistance**, You can find the Get Help page of SAMMinistries here, <https://www.samm.org/get-help/> , the rental and utility assistance application will be opening 05/21/2023 at 07:00pm. As we had discussed you should get on the site early to try to submit your application as soon as possible. You can also contact Christian Assistance Ministry to see if they have funding for assistance available. The contact information can be found here, <https://christianassistanceministry.org/contact-christian-assistance-ministry/> , I will be following up with other agencies to see about HOPWA assistance and will get back to you regarding funding with other service agencies. I have completed your mental health referral with AARC for counseling. If you do not hear from a counselor for initial appointment scheduling by next week, please let me know. **Job Search / Job Readiness**, As we had discussed you can pursue Job Readiness prep with Good Will Good Careers Center with information that can be found here, <https://www.goodwillsa.org/find-job/good-careers-centers> . You can find the number to call to schedule an appointment. More information about Chrysalis Ministries can be found here <https://www.chrysmmin.org/services/> . I also wanted to share the link to the San Antonio Community Resource Directory. I am linking to the Job tab, but other tabs can be followed up on. <https://www.sacrd.org/directory/subcategory/help-find-work> . I will be following up with you soon to check in with you. I hope you have a wonderful evening.

Best Regards,

Douglas Cathey, LBSW

Medical Case Manager

THMP/ADAP Junior Liaison

Pronouns: he/him**Physical Address:**

303 N. Frio, San Antonio, TX 78207

Mailing Address:

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FoodBankSNAPEvent.pdf

73K

EXHIBIT 10

DocuSign Envelope ID: 699F50CB-FE26-41C3-83A4-B54D3D5B3C8F

WARREN HOUSE APARTMENTS2618 Nacogdoches
San Antonio, TX 78217

Office: (210) 477-6300

Fax: (210) 829-1770

Affidavit of UnemploymentA separate form must be completed by each non-employed adult member of the household.
(Complete both Part I and Part II)Name: Jacob Betancourt Unit # 203**Part I: Check A, B, or C below:**

- A ☒ I am not employed at the present time, and I do not anticipate being employed nor will I be applying or obtaining unemployment compensation in the next twelve (12) months.
- B ☐ I am not employed at the present time, but plan to seek employment in the next twelve (12) month.
- C ☐ I certify that I am not presently employed in any capacity, but anticipate becoming employed within the next 12 months, and I have accepted a position with N/A (employer) which will begin on N/A (date).
I will be earning \$ N/A per N/A.

In support of this, I have submitted:

- () Offer Letter/Conditional Employment Offer
- () Fully Completed Verification of Employment (VOE)
- () Other supporting documentation (describe) N/A

Part II: Unemployment Benefits (Check only one)

- () I am currently receiving unemployment benefits.
- (x) I am NOT currently receiving and **do not anticipate** receiving unemployment.
- () I am NOT currently receiving and **do anticipate** receiving unemployment.

(Must provide supporting documentation if receiving unemployment benefits)N/A

I understand that this affidavit is made as part of the qualification procedure to determine eligibility for residency and that any misrepresentation herein will be considered a material breach of the lease agreement, subjecting me to immediate eviction.

Under penalty of perjury, I certify the above representations to be true as of the date shown below.

DocuSigned by:
[Signature]
Applicant/Resident Signature

10/25/2023

Date

DocuSigned by:
[Signature]
Management Signature

10/17/2023

Date



EXHIBIT 11

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CERTIFICATION OF ZERO INCOME

(Each adult household member must complete this form.)

Head of Household Name: Jacob Blancourt Unit No.: 203Development Name and Address: Warren House 401 Warren St, San Antonio, TX 78212**A. Within the next 12 months, will you receive income from any of the following sources?**

(You must supply additional information to verify all 'Yes' answers.)

- | | | | |
|---|---|---|---|
| <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Wages, bonus, commissions, tips, etc. | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Self-employment (includes Uber/Lyft, online sales, etc.) |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Unemployment Benefits | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Annuities, insurance policies, stocks, etc. |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Worker's Compensation | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Pensions, IRA, 401K |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Disability Payments | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Income from rental property |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Alimony | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Death Benefits |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Child Support | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Interest/dividends from assets, including bank accounts |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Social Security | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Direct Sales Consulting such as Mary Kay, Tupperware, Pampered Chef, etc. |
| <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Help with paying bills or other expenses or regular gifts of money from family or friends who don't live with you (including online donations such as GoFundMe or through a local bank) | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | Work for cash (babysitting, lawn care, etc.) |
| | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Any other source (if yes, explain below)
<u>The Brave program</u> |

B. Mark the ONE statement that applies to you:

- ☒ I do not expect to have any source of income in the next 12 months.
- ☐ I have been hired for a new job or I will be receiving another source of income soon. I will give you more information for verification purposes.

RECEIVED
09/08/23**C. If you have marked "No" for each source of income in section A, and you do not expect to have any source of income in the next 12 months, explain how you will pay for the following: (write N/A if the cost does not apply to your household)**

Rent (including garage rent, if applicable) The Brave program for 12 mo

Utilities (self sufficiency)

Food for all listed below.

Clothing _____

School supplies N/A

Cell phone or phone _____

TV (cable, dish, satellite) and/or internet _____

Medical care _____

Medications & prescriptions _____

Personal care products (shampoo, toothpaste, etc.) _____

Vehicle expenses (car payments, insurance, fuel, etc.) _____

Payments on credit card balances _____

Other expenses not listed above _____

Additional comments _____

Under penalty of perjury, I certify that the information presented in this certification is true and accurate to the best of my knowledge. I further understand that providing false representations constitutes an act of fraud. False, misleading, or incomplete information may result in the termination of my lease agreement. I understand that I may be required to periodically update this information as requested by owner/agent.

[Signature]
Signature of Applicant/Tenant

09/08/2023
Date

EXHIBIT 12

Warren House Apartments
2618 Nacogdoches
San Antonio, Texas 78217
(210) 477-6300
Fax (210) 829-1770
Email: warrenhouse@saha.org

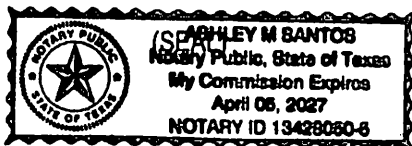
RECEIVED
 08/09/23
 bf

NOTARIZED STATEMENTName: Jacob BetancourtAddress: 12305 SW Loop 410
San Antonio, TX 78224Unit No.: 13210

I Jacob Betancourt Personally visited our office and stated that,
do not have any financial means
of a Bank account. It was closed out
on 08-15-2023.

Signature [Signature]Signed this, the 8 day of 9, 2023.STATE OF TEXAS COUNTY OF BEXAR

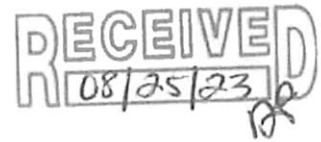
I, Ashley M. Santos, a Notary Public in and for the said County in the State aforesaid,
 do hereby certify that Jacob Betancourt, personally known to me to be the same
 person whose name is subscribed to the foregoing instrument. As his/her free and voluntary act, for the
 uses and purposes herein set forth.

GIVEN under my hand and notarial seal this 8th day of September 2023

[Signature]
 Notary Public
 My Commission Expires: April 05, 2027



EXHIBIT 13



To Whom It May Concern,

Client has moved from Grand Rapids, Michigan back to San Antonio, Texas after having been in Michigan for around 2 months. Client had moved to find employment which he was unable to procure. Client is married and neither he nor his husband have found gainful employment, reporting no income within the prior six months. Client is currently homeless from the streets and has been living in places not suitable for human habitation. Client has been relying on local agency food pantries for nutrition and support. Client is being connected to AARC Agency resources for support needs for transportation, nutrition, housing, and mental health. Client reports that he has been on and off medication with <50% adherence within the prior 4 weeks. Please let me know if further information is needed.

Best Regards,

Douglas Cathey, LBSW

Medical Case Manager

THMP/ADAP Junior Liaison

Pronouns: he/him

Physical Address:

303 N. Frio, San Antonio, TX 78207

Mailing Address:

P.O. Box 830048, San Antonio, Texas 78283-0048

Office Phone: 210-625-7215

FAX: 210-625-7201

www.aarcsa.com



EXHIBIT 14

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

JACOB BETANCOURT
Plaintiff,

vs.

AARC INC.,
Defendant

DECLARATION OF RUBEN GABRIEL BETANCOURT

1. My name is Ruben Gabriel Betancourt. I am of sound mind, capable of making this declaration, and personally acquainted with the facts stated herein.
2. On November 2, 2023, I vividly recall Mary Falcon LMSW, LCDC, and Douglas Cathey, LBSW coming into Jacob Betancourt's apartment (#203) at Warren House without advising him. Jacob and I had cleaned the entire apartment and were about to make a meal. We were content that AARC had assisted Jacob with finding a home.
3. However, I recall Mary Falcon LMSW, LCDC told Jacob that she needed to perform a "mandatory inspection" even though Jacob had already signed the lease and had moved into the apartment. With a sense of seniority, Mary Falcon LMSW, LCDC scanned the entire apartment. She performed this inspection without any type of checklist or without providing feedback. Mary Falcon LMSW, LCDC was on a mission to discover some kind of paraphernalia. However, being that Jacob and I are combating homelessness, Mary was met with a clean, unfurnished apartment, and nothing more.
4. Their visit made me feel very uncomfortable and I felt an invasion of privacy for myself and Jacob. During the inspection, Jacob told Mary that the AC did not work, and I recall her looking at Douglas and telling him, "We need to get that fixed." However, the AC is still inoperable even after reporting the maintenance issue multiple times and this has caused Jacob to feel great distress with not being provided with a fully operable apartment. Additionally, this incident and the thought of this incident recurring, causes Jacob to feel fear, anguish, and insecurity.

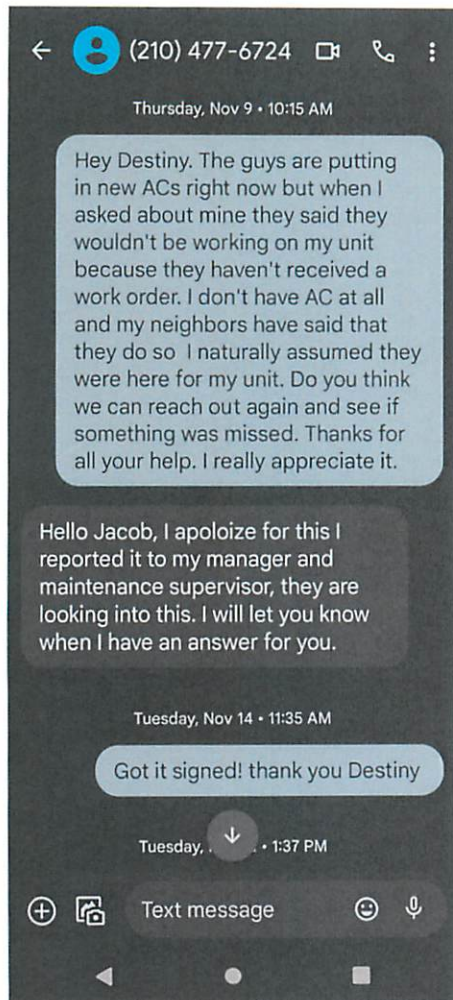


EXHIBIT 18

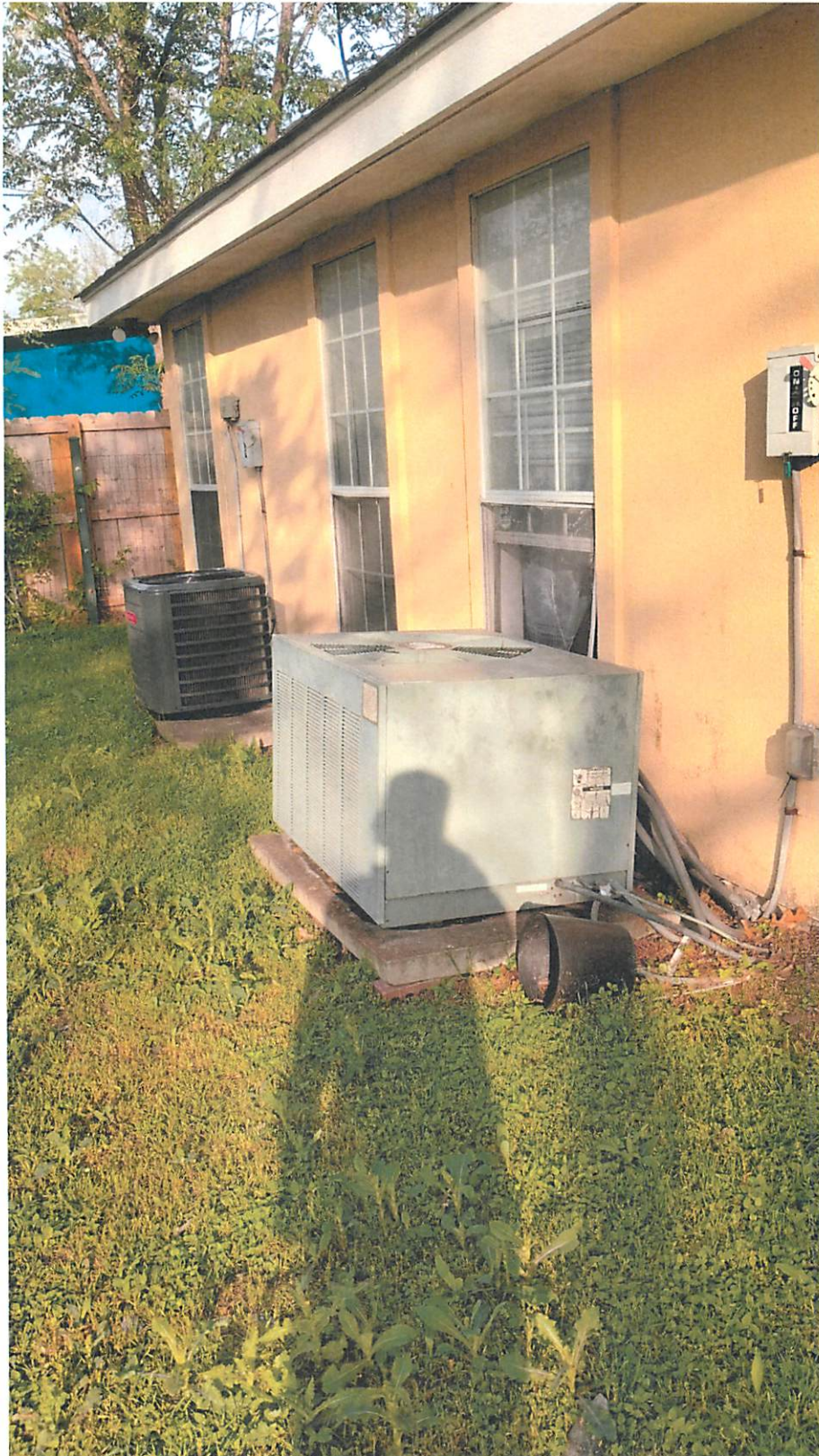


EXHIBIT 19

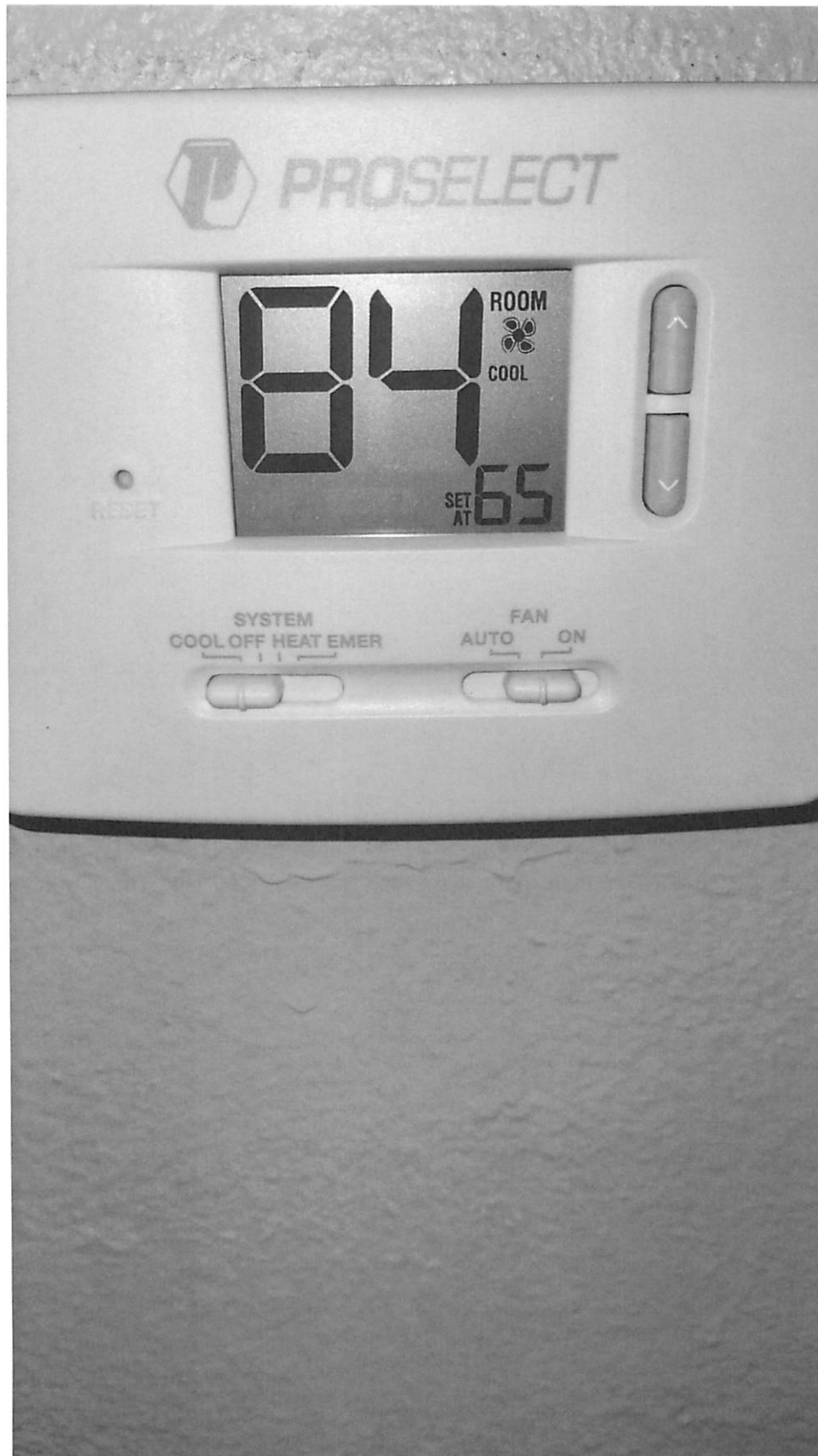


EXHIBIT 20

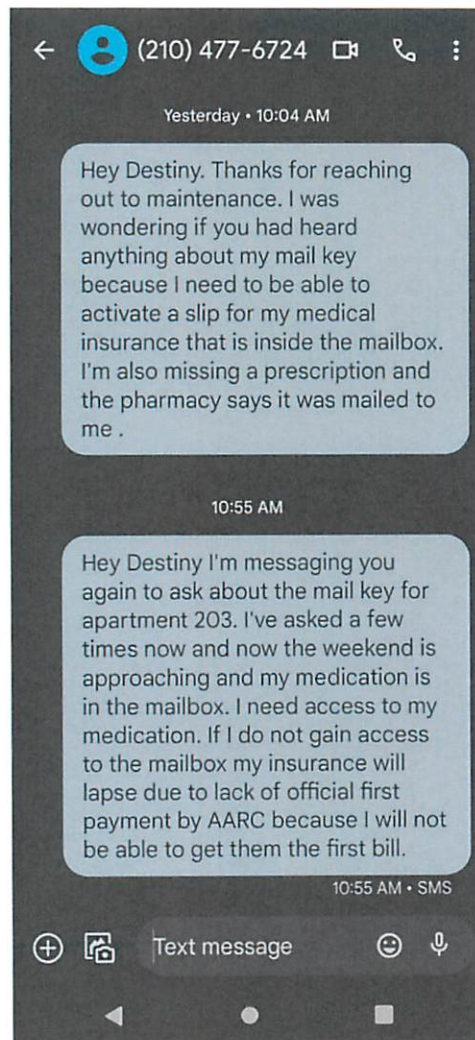


EXHIBIT 22



Stuff Inabox <stuffinaboxx@gmail.com>

Medical Case Management Outreach

4 messages

Douglas Cathey <Douglasc@aarcso.com>

Mon, Jan 8, 2024 at 12:42 PM

To: "stuffinaboxx@gmail.com" <stuffinaboxx@gmail.com>

Good afternoon, Mr. Betancourt,

I hope this email finds you well! I am reaching out as I would like to meet with you for an office visit at your earliest convenience this month. You need to complete your RW Update for 6-Mth, and I would like to meet with you to discuss how you are doing. I have several available appointments this week. Thank you.

Best Regards,

Douglas Cathey, LBSW

Medical Case Manager

THMP/ADAP Junior Liaison

Pronouns: he/him

Physical Address:

303 N. Frio, San Antonio, TX 78207

Mailing Address:

P.O. Box 830048, San Antonio, Texas 78283-0048

Office Phone: 210-625-7215

FAX: 210-625-7201

www.aarcso.com



Confidentiality Notice: If you are not the addressee, or responsible for delivering these documents to an addressee, you have received this transmission of document(s) in error, and you are strictly prohibited from reading, disclosing, disseminating, distributing, or reproducing the documents accompanying this transmission, or any portion thereof. The information contained in this transmission and the accompanying documents are intended solely for the addressee(s) named above and are subject to legally enforceable privileges and confidentiality. If you have received this transmission in error, please immediately notify the sender via email and delete this message and any copy of it (in any form) without disclosing it. Any review, use, dissemination, forwarding, printing, copying, disclosure, or distribution by persons other than the intended recipient(s) is prohibited and may be unlawful.

Stuff Inabox <stuffinaboxx@gmail.com>

Mon, Jan 8, 2024 at 3:19 PM

To: Douglas Cathey <Douglasc@aarcsa.com>

Hello. Thank yoy for reaching out. I have an appointment with Dr. Cates on the 12th at 2 pm. Do you have availability before or after 2:00 pm that day by some chance ?

[Quoted text hidden]



Douglas Cathey <Douglasc@aarcsa.com>
To: Stuff Inabox <stuffinaboxx@gmail.com>

Mon, Jan 8, 2024 at 3:55 PM

I would be able to see you 1:00pm that day. Would that work for you, sir?

Best Regards,

Douglas Cathey, LBSW

Medical Case Manager

THMP/ADAP Junior Liaison

Pronouns: he/him

Physical Address:

303 N. Frio, San Antonio, TX 78207

Mailing Address:

P.O. Box 830048, San Antonio, Texas 78283-0048

Office Phone: 210-625-7215

FAX: 210-625-7201

www.aarcsa.com



From: Stuff Inabox <stuffinaboxx@gmail.com>
Sent: Monday, January 8, 2024 3:19 PM
To: Douglas Cathey <Douglasc@aarcsa.com>
Subject: Re: Medical Case Management Outreach

[Quoted text hidden]

You don't often get email from stuffinaboxx@gmail.com. Learn why this is important

[Quoted text hidden]

Stuff Inabox <stuffinaboxx@gmail.com>
To: Douglas Cathey <Douglasc@aarcsa.com>

Mon, Jan 8, 2024 at 3:58 PM

That's perfect! Thanks so much.

[Quoted text hidden]

2 attachments



EXHIBIT 23



303 N. Frio
San Antonio, Texas 78207
Phone: 210-688-5792
Fax: 210-688-5796

To Whom It May Concern:

Jacob Betancourt (DOB 07/24/1995) is my patient. Currently, he has cognitive issues that are limiting his ability to fully maintain his ADLs. Because of these issues, until they are more fully controlled, he is not able to work. I do not know when he will be able to at this time, but likely unable for the next year. If he is able to work sooner, I can write a letter approving his ability to work and any restrictions that would be required.

Sincerely,

M. Chase Cates, DO, MPH
NPI: 1295189330
Tx Lic: R9195

EXHIBIT 24

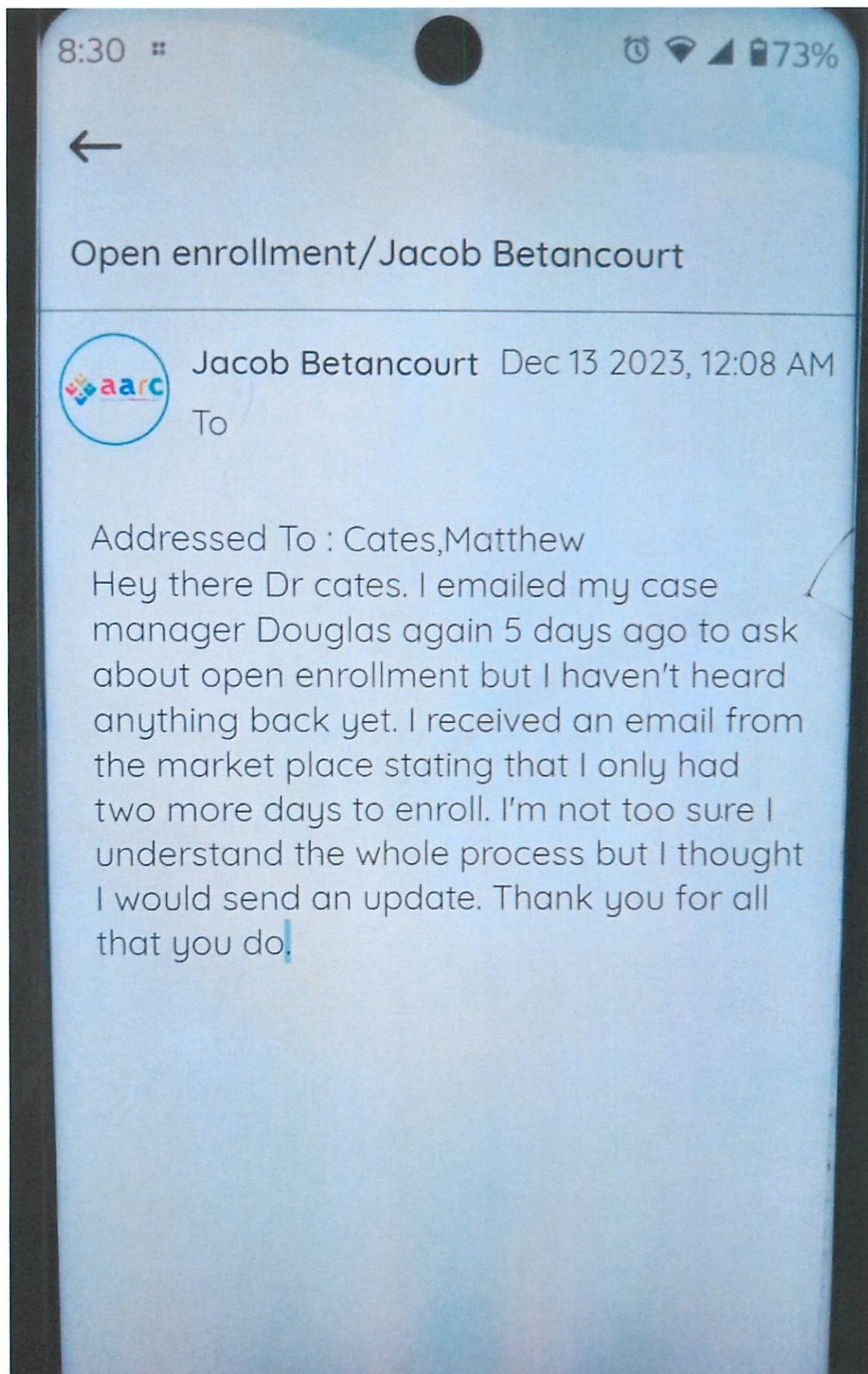


EXHIBIT 25

Pride Life Phone: (844) 527-6771

Health Insurance/ Enrollment Data

Application ID: 5414102254

Enrollment Method: On-Exchange

Enrollment Date: 12/16/2023

Client Name: Jacob Betancourt

Date of Birth: 07/24/1995

Tobacco Y/N:

Carrier: Blue Cross and Blue Shield of Texas - BCBSTX

Mailing Address: P.O. Box 650774

Dallas, Texas (TX) 75265

Plan: Blue Advantage Plus Silver 202 - POS

Member ID:

Gross Monthly Premium: 519.96

Monthly Subsidy: 399.65

Net Monthly Premium: 120.31

Policy Status: Enrolled

Coverage Effective Date: 01/01/2024

Is Renewal ? No

Document Req:

Document Req:

Document Req:

Doc Due:

Doc Due:

Doc Due:

Organization: Alamo Area Resource Center - Provider

Case Manager: Doug Cathey

Pride Life Phone: (844) 527-6771

EXHIBIT 26

Stuff Inabox <stuffinaboxx@gmail.com>

Urgent Notice of Mediation regarding my treatment by AARC.

1 message

Stuff Inabox <stuffinaboxx@gmail.com>

Mon, Jan 15, 2024 at 1:18 PM

To: "maryf@aarcsa.com" <maryf@aarcsa.com>, Douglas Cathey <Douglasc@aarcsa.com>

Hello Mary. My cell phone received your text message with instruction stating that I, an individual with a mentally diagnosed illness and cognitive disabilities, within my individual capacity should form a "backup plan" regarding the Alamo Area Resource Centers potential lack of funds for the on coming month of February 2024 and beyond due to the potential discontinuance of funds from Project Brave as stated by Mary Falcon on Sunday, January 14th at 9:33 am for which I was instructed to sign a contract binding residential lease with Warren House from 10/26/2023 - 09/30/2024 on behalf of The alamo area resource centers Housing department as seen in prior communication.

This request is worrisome considering that I receive case management and assistance from AARC due to my inability to cognitively act upon these actions myself in the first place which in all reasonable probability would result in neglect from AARC given that AARC is aware of my Mental illnesses and has failed to provide adequate care in the past with both you and Douglas attempting to dismiss me as a client recently, insinuating that I have a car, inferring that there is an allocated stipend of income and attempting to graduate me from case management while no mental health professional would deem I was truly ready. My family is extremely concerned for my safety and well being regarding my treatment by Alamo Area Resource Center and its representatives.

Regarding the speculation of income by Alamo Area Resource Center, It is entirely evident that corporate conspiracy is at hand and Alamo Area Resource Center continues to ask questions in various ways differentiating in nature regarding income that I have repeatedly stated I do not have while verifying and asking for work searches in order to assist with the rent payment that AARC submits which AARC has willingly submitted payments for. Work search requirements, income verification and questionnaire speculation through the guise of a 6 month update was not mentioned to me prior to the lease signing in addition I was also not told that the light bill would be my responsibility. I additionally was not aware that I would be required to physically provide my medical labs to a housing case manager considering that they are initially reviewed by Dr. cates who professionally comprehends this information out of necessity being my Primary Care Physician.

It has not been made clear how the exploitation of my medical labs/records will assist the housing department's determination regarding assistance although the potential for discrimination has become apparent.

I was provided with a physical sheet of an email conversation between Mary and a property manager that detailed an entirely different client's criminal and medical history via email communication. I was provided this because I was unaware of the residential address for Warren House thus far. AARC simply and willingly provided me with this paperwork because the address to Warren house was on it and it was apparently the only expeditious form of paper laying around to which a sticky note contained the address with no regard to the clients confidentiality or HIPAA rights within the nature of medical case management. This Physical sheet remains in my possession.

Should AARC or its representatives ever speculate about my income or lack thereof I employ you to visualize the recent In Forma pauperis Pro Se Litigant chapter 7 Bankruptcy filed within the Federal court : Western District Of Texas San Antonio Division within the recent in Forma Pauperis Civil Lawsuit of CPS Energy vs Plaintiff/Pro Se Litigant Betancourt as seen on Ksat news/ Ksat investigates presented to and twice published by investigative reporter Dillon Collier. There are evidently no assets, savings or projected income within my projected fillings.

The housing department visualized the lease terms and evidently coordinated with Warren House located at 401 Warren St 78212 Apt 203 San Antonio, Texas before and after the lease was signed with an evident, clear and written understanding that AARC would coordinate with them in an effort to pay the rent monthly as seen by the payment of the prorated amount of \$106.45, the security deposit of \$225.00 and the payment for \$550.00 for dates 11/23, 12/23 and 01/24 by AARC.

On Thursday September 28th 2023 at 2:16 pm I emailed an official protected complaint to AARC and its representatives regarding the emotional distress, anguish and induction of a Manic episode caused by the housing department's questionable efforts, HIPAA violations and neglect from the AARC then soon after Mary Falcon performed a surprise home visit accompanied by my medical case manager Douglas. Witnessed by My husband Ruben Gabriel Betancourt and Ring DoorBell.

I evidently received a knock and a 2 minute notice due to the inspection being so dire it supposedly involved disregarding my rights as a resident and entering my place of residence without a received 24 hour notice which is also a specific exception for the capacity of a landlord or property manager but questionable when performed by a third party like AARC within the capacity of this violation seeming to be coercion and retaliation given the nature of my documented unlisted practices such as potential federal grant perjury, neglect, and HIPAA Violations by AARC

This surprise visit was performed during AARC business hours by Mary Falcon, a representative of AARC with the utilization of her AARC ID badge for clearance into the residence contrary to my objection. This badge was used as an identifier after the demand that Douglas and Mary be let in for the inspection for which no conflicts of interest were found. An email and official notice would have sufficed opposed to a rights violation. There was additionally a two month period in which the potential lease signing was pending due to no fault of my own prior to the lease signing and official move in date of 10/26/2023. This allocated time could have been potentially used to correctly project the sustainability of my housing through the acceptance of Funding from Project Brave aligned with their mission and AARC's rehabilitative efforts and initiatives for which I am an active client as of January 15th, 2024.

This leaves me with very many questions seeing as I am under the impression that you a Housing case manager are dissociating my patient care and neglecting to assist me as a client due to the context of you requesting that I solely create a backup on my own after prompting me to sign the lease as an individual with a mentally diagnosed illness which contradicts the reason for your department as an entirety, seeming to lead corporate conspiracy because assisting clients is the primary reason entities like Project Brave provide grants to the AARC meaning that I am receiving treatment that is evidently deficient from those who are also cared for by the AARC. My treatment has not been similar to those of my peers and if it has been the same then this warrants a grave concern.

Please receive this as my official request for a copy of any and ALL paperwork your office believes I, Jacob Betancourt 07/24/1995 have signed, received or acknowledge whether electronic or physical within my individual rights as a client.

I am requesting a copy of any and All paperwork your office believes Ruben Gabriel Betancourt 06/18/1989 has signed, received or acknowledged whether electronic or physical within his individual rights as a client.

Ensuring that all the documents were signed by the individual that the paperwork request a signature for, Coercion would be asking an individual to sign for a name that is not their own or persuading an individual to do so due to their lack of understanding which has evidently warranted concern and the potential for a graphologist.

I am also requesting accommodation. In order to understand the circumstances at hand I am requesting to speak to your supervisor as well as Douglasses supervisor in a formal in person meeting so that I as an individual with cognitive disabilities may actually be able to comprehend, Understand and report the documentation of my evidence.

This email is a professional notice and it is hereby stated that individuals receiving this notice should make their immediate supervisors aware of the request for a formal in person meeting upon receipt.

I do not trust that AARC has my best interest in mind and in order to not further incriminate itself AARC should speak with me regarding this matter as this is an official attempt at Mediation seeing as all of the incriminating details and prior actions that have been documented have not been stated on this notice.

I will no longer allow actions pursuant to 42 U.S. Code § 3617 Retaliation and Coercion or Discrimination pursuant to 31 U.S.C. § 6711.

Regarding a potential "backup plan", Please be aware that the eviction/lawsuit process would require a subpoena of your records showing that funds have truly ceased from project Brave as you have stated the potential for. This undue hardship would create a two defendant matter in eviction court considering that AARC would be entered as a defendant given the relevance of the circumstance.

Please see to it that Rene Rubio Director of compliance and community management, Paul Kelliher Director of programs and operations and Destinee Abrego Director of mental health substance abuse and housing services all receive this email considering that this is intended for those individuals through liabilities within their own governing capacities as I will additionally be following up myself with the utilization of their emails.

Should you or AARC have any questions or statements regarding this email it should be sent to me by a direct supervisor as I cannot trust that you or Douglas have my best interest in mind and I feel each attempt that has been made by yourself and Douglas fit an ulterior motive through the documentation of my evidence.

EXHIBIT 27

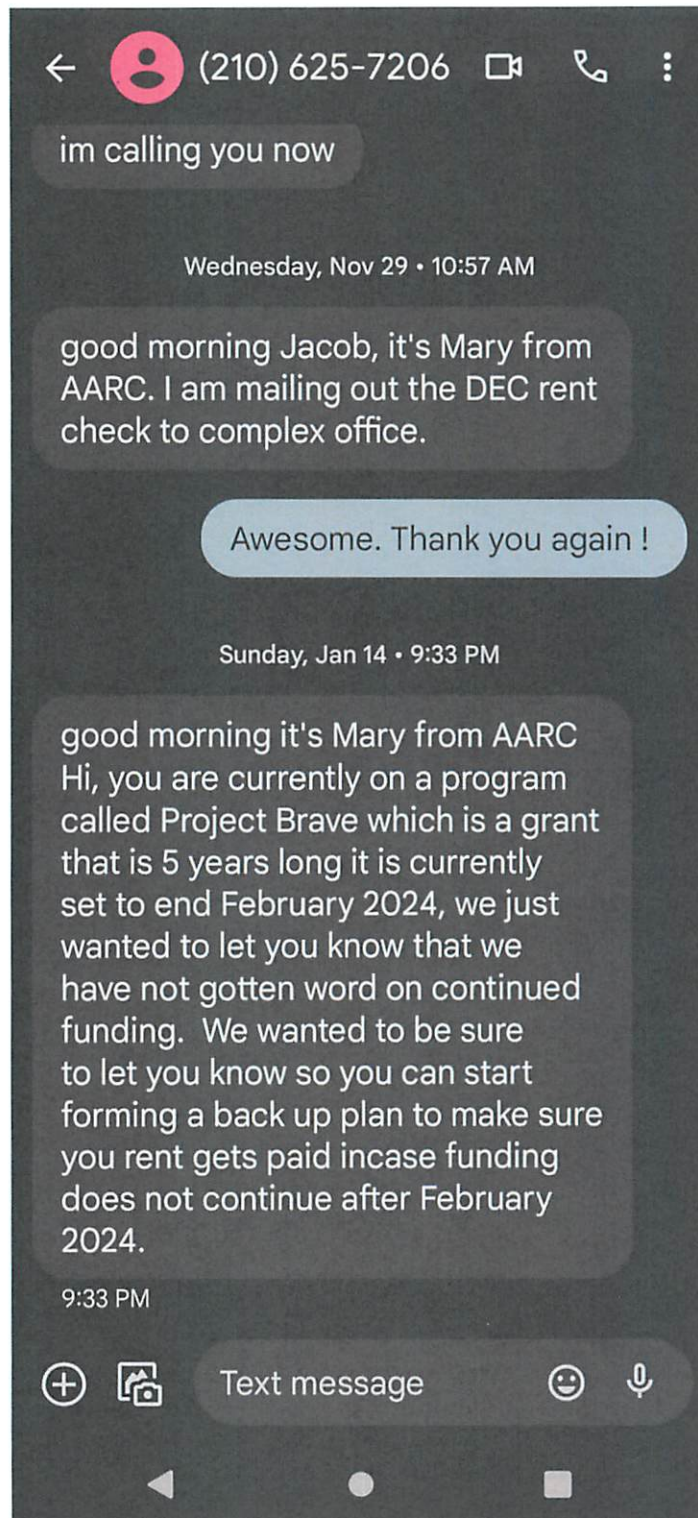


EXHIBIT 28

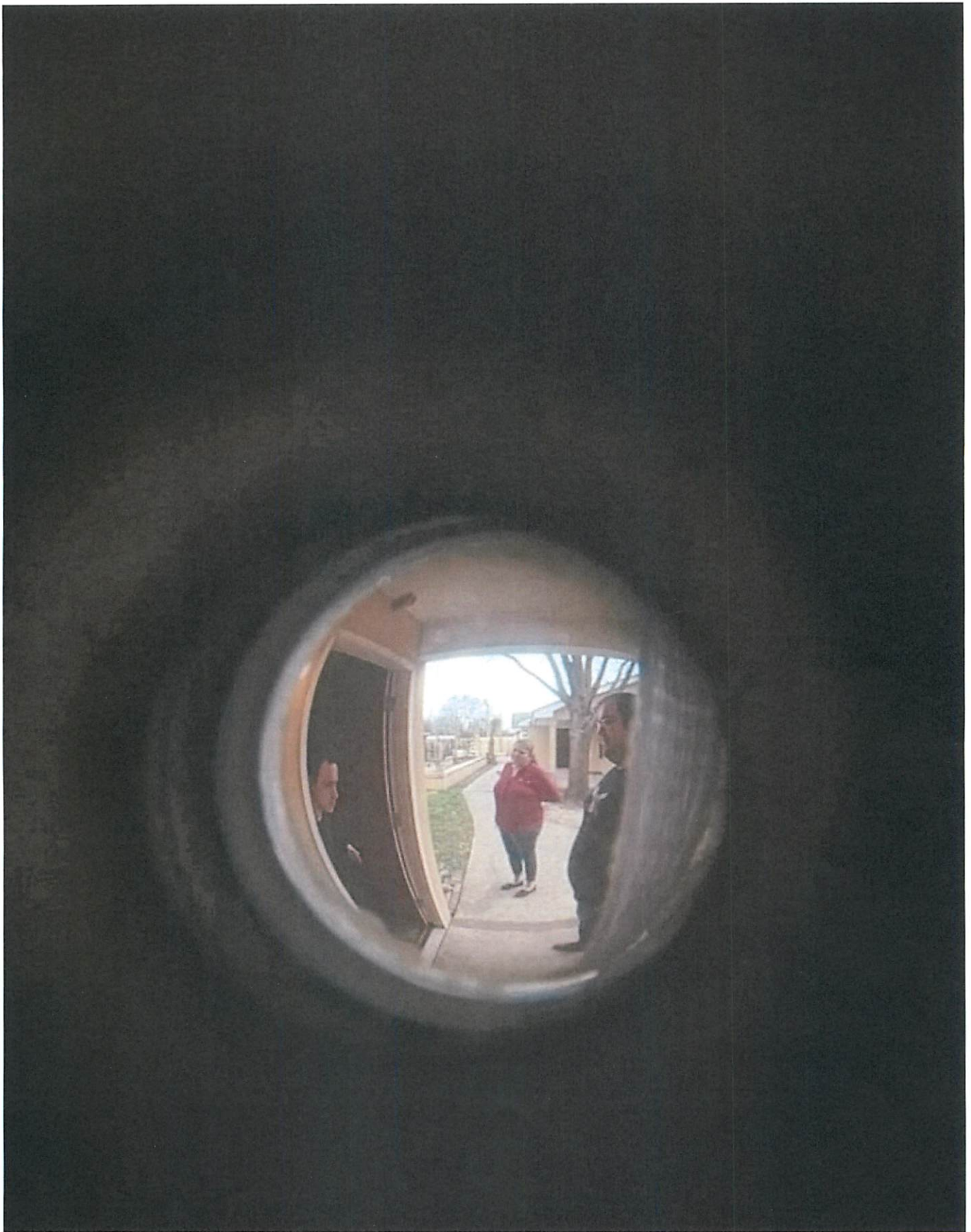


EXHIBIT 29



Jacob Betancourt <aboardthearc@gmail.com>

Concerning the Drug trafficking at Warren House

1 message

J UU <aboardthearc@gmail.com>

Sun, Mar 17, 2024 at 5:37 AM

To: Jakel@aarcsa.com

Cc: beth_tootill@homesa.org, josec@aarcsa.com, maryf@aarcsa.com, douglasc@aarcsa.com

Good morning. Unfortunately it is 5:37 am and I woke up at 3 to my neighbor screaming in anguish while raging through his apartment.

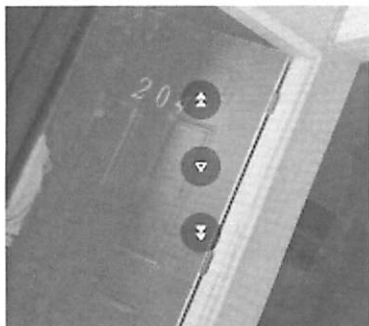
Mary Falcon has described that Philip, for lack of her best words is "weird and has drug issues". Her and Douglas both deliberately knocked on my door to ask about the "drug trafficking" in 204, involving a Hispanic female and a black male entering 204 because they were utilizing it as a place of distribution and are not on the lease. They have already been vacated once.

I did not know that Warren House had a drug trafficking problem and I was shocked due to the fact that there are only 8 units in total.

This additionally involved Philips mother as she has attempted time and time again to ward away these individuals even asking me to record them with my cellphone for documentation purposes as she repeatedly told Philp that "they were going to see"

I have personally witnessed these individuals that are "drug trafficking" I have video evidence of them entering 204 at 1:21 am and then exiting at 1:31 am as this repetitive behavior took place.

It is not clear whether my neighbor may need help or if this is simply another one of Mary Falcons manipulation tactics. It's evident that Phillips state of being is in jeopardy.



Screenshot_20240317-052948~2.png
1014K

EXHIBIT 31

Mediation Regarding Federal Question

Attending

Through the professional capacity of
The Alamo Area Resource Center aka AARC Inc.:

- **Douglas Cathey, LBSW**
- **Mary Falcon, LMSW, LCDC**
- **AARC Inc. Executive Leadership**

v.

Jacob Betancourt

Parties of interest subject to subpoena:

- San Antonio Housing Opportunity
- The City of San Antonio (Challenged Immunity Efforts)
- Opportunity Home San Antonio
- San Antonio Housing Authority
- Beacon Communities
- Warren House
- Ruben Betancourt
- Douglas Cathey, LBSW
- Mary Falcon, LMSW, LCDC

Announcements

It is clear that Mr. Betancourt's email on 01/15/24 at 1:18 pm requesting mediation and accommodation, detailing Betancourt no longer wished to receive communication from his harassers but in turn their supervisors, was simply ignored. You have now additionally failed to accommodate, which in turn is the least of AARC's violations of Mr. Betancourt's Constitutional rights. This case also proceeds to challenge any entities in question that aid the efforts of undue hardship by AARC.

It's a statistical formula and AARC's lack of resolution will induce further punitive damages owed by AARC within the Federal Western District of Texas pertaining to anguish, psychological and emotional distress and legal fees not limited to Attorney's fees, Expert witness fees, Punitive Damages and Monetary Damages de facto. Mr. Betancourt will enter motion: *in forma pauperis* and pay nothing. This is the reason Mr. Betancourt offers to Mediate as a lawsuit prior to a mediation attempt is simply unfair in your circumstances.

You are in violation of:

- **42 U.S. Code § 12182 - Prohibition of discrimination by public accommodations**
- **AMENDMENT IV - Unreasonable Search and Seizure**
The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no warrants shall issue, but upon probable cause, supported by oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.
- **AMENDMENT XIV Section 1.**
All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.

The Alamo Area Resource Center is presented with two options:

1. Participating in a formal mediation with Mr. Betancourt regarding the punitive damages open to negotiation being the less costly solution as Mr. Betancourt will alternatively seek damages through the Federal Western District of Texas, demanding a grand jury as it is his constitutional right; or
2. Proceed to The Federal Western District of Texas as a Defendant in violations of the Americans with Disabilities act of 1990, as Amended (ADA) at which point your participation would be mandated by the federal government. This is not a matter that can be ignored. The Federal Western District of Texas will require AARC and any other Defendants to answer 21 days after the serve has been received.

Summary of Damages

- This case challenges the willful negligence, discrimination, mental abuse, harassment and violation of Jacob Betancourt's Fourth and Fourteenth Amendment rights by AARC's Mary Falcon, LMSW, LCDC and Douglas Cathey, LBSW, Medical Case Manager who performed an illegal search and seizure by entering Jacob Betancourt's place of residence at 401 Warren Street Apt. 203, San Antonio, TX 78212, against Betancourt's will with the ultimatum of entering with a 2 minute notice or "refusal to pay the rent and back to homelessness" as stated by Mary Falcon LMSW, LCDC.
- Additionally, the questionable business practices and undocumented evidence that Mr. Betancourt is in possession of.

Discussion

You are a recipient of this urgent notice of mediation as it is a formality and will be viewed by one out of four Honorable United States District Judges within the Federal Western District of Texas, San Antonio Division. This is simply due diligence as Mr. Betancourt has attempted to mediate prior. All of which should be practiced prior to Mr. Betancourt presenting a Federal question within the Federal Western District of Texas. Every email and resultative attempt by Betancourt will move in the light most favorable to the plaintiff.

Please see the Court Advisory from the Honorable Fred Biery in the ongoing American with Disabilities lawsuit of *Betancourt v. CPS Energy*:

“1. Subject to matters of privilege, the Court expects the parties to engage in full and open discovery, laying all cards on the table with the goal being the early and less expensive resolution of this dispute for the benefit of the parties. See generally FED. R. CIV. P. 26(b)(1) and W. DIST. LOC. R. CV-16 and CV-26 through CV-37.”

Additionally, please see Court Advisory 4 In *Betancourt v. The City of San Antonio* acting through its agent DBA CPS Energy regarding:

“4. If necessary, the Court will require the party wishing to withhold information to present those items in camera to the Court. Should it be determined that discovery of those items should have been made, the Court will impose appropriate penalties.”

Please cease your undermining attempts to harass and further gaslight Mr. Betancourt as your actions have legally proven to be discriminatory as this is no longer simply a practical matter but additionally a matter of law. Mr. Betancourt will not require an attorney. Mr. Betancourt will enter as a *Pro Se* Litigant seeing as this matter is currently being handled by Mr. Betancourt himself in the light most favorable to the plaintiff regarding the Federal Rules of Civil Procedure.

Should you or any of your representatives lack understanding or undermine the legalese herein, I implore you to diligently research the matter at hand.

As Mr. Betancourt commences the damages clause in the drafted lawsuit and has provided a prior notice of mediation and request of accommodation with a neglected response, he does not see how it would be fair to allocate more time for further harassment and undue hardship. Mr. Betancourt will have the entire lawsuit drafted and submitted by Monday, March 18, 2024. Your time to respond is outlined within this timeframe.

Regarding this business matter, Mr. Betancourt should be contacted by email at: Aboardthearc@gmail.com. **As explicit details regarding AARC's violations will not be discussed prior to a formal mediation as AARC has proven to be untrustworthy thus far. Mr. Betancourt should be contacted only in the instant that an alternative party wishes to discuss mediation or proceed to the Federal Western District Court of Texas.**

I am cognitively disabled not insignificant.



Jacob Betancourt <aboardthearc@gmail.com>

Concerning the Drug trafficking at Warren House

2 messages

J UU <aboardthearc@gmail.com>

Sun, Mar 17, 2024 at 5:37 AM

To: Jakel@aarcsa.com

Cc: beth_tootill@homesa.org, josec@aarcsa.com, maryf@aarcsa.com, douglasc@aarcsa.com

Good morning. Unfortunately it is 5:37 am and I woke up at 3 to my neighbor screaming in anguish while raging through his apartment.

Mary Falcon has described that Philip, for lack of her best words is "weird and has drug issues". Her and Douglas both deliberately knocked on my door to ask about the "drug trafficking" in 204, involving a Hispanic female and a black male entering 204 because they were utilizing it as a place of distribution and are not on the lease. They have already been vacated once.

I did not know that Warren House had a drug trafficking problem and I was shocked due to the fact that there are only 8 units in total.

This additionally involved Philips mother as she has attempted time and time again to ward away these individuals even asking me to record them with my cellphone for documentation purposes as she repeatedly told Philp that "they were going to see"

I have personally witnessed these individuals that are "drug trafficking" I have video evidence of them entering 204 at 1:21 am and then exiting at 1:31 am as this repetitive behavior took place.

It is not clear whether my neighbor may need help or if this is simply another one of Mary Falcons manipulation tactics. It's evident that Phillips state of being is in jeopardy.



Screenshot_20240317-052948~2.png
1014K

Jacob Betancourt <aboardthearc@gmail.com>

Mon, Mar 18, 2024 at 3:42 PM

To: Jakel@aarcsa.com

Cc: beth_tootill@homesa.org, josec@aarcsa.com, maryf@aarcsa.com, douglasc@aarcsa.com

Hello everyone. This is a professional courtesy. Contrary to my original statement I will not be filing until tomorrow. I have not been able to sleep due to the commotion and I am not entirely sure it's safe out side as I have video evidence of one of the said traffickers threatening and having a screaming match with one of the residents. Thank you for your patience.

[Quoted text hidden]